

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re: **Joseph A. Vaudo**
Debtor(s)

Case No.: **19-13881**
Chapter 13

CHAPTER 13 PLAN

Check one. This plan is:

- ☒ Original
☐ Amended (*Identify First, Second, Third, etc.*)
☐ Postconfirmation (*Date Order Confirming Plan Was Entered:* _____)

Date this plan was filed: **12/9/2019**

PART 1: NOTICES

TO ALL INTERESTED PARTIES:

You should review carefully the provisions of this Plan as your rights may be affected. In the event the Court enters an order confirming this Plan, its provisions may be binding upon you. The provisions of this Plan are governed by statutes and rules of procedure, including Title 11 of the United States Code (the "Bankruptcy Code"), the Federal Rules of Bankruptcy Procedure ("Fed. R. Bankr. P."), the Massachusetts Local Bankruptcy Rules ("MLBR"), and, in particular, the Chapter 13 rules set forth in Appendix 1 of MLBR, all of which you should consult.

TO CREDITORS:

Your rights may be affected by this Plan. Your claim may be reduced, modified, or eliminated. Read this Plan carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult with one. If you oppose this Plan's treatment of your claim or any other provision of this Plan, you or your attorney **must** file with the Court an objection to confirmation on or before the later of (i) thirty (30) days after the date on which the first Meeting of Creditors pursuant to 11 U.S.C. § 341 is held or (ii) thirty (30) days after service of an amended or modified Plan, unless the Court orders otherwise. A copy of your objection must be served on the Debtor(s), the attorney for the Debtor(s), and the Chapter 13 Trustee (the "Trustee"). The Bankruptcy Court may confirm this Plan if no objection to confirmation is filed or if it overrules an objection to confirmation. You have received or will receive a Notice of Chapter 13 Bankruptcy Case from the Bankruptcy Court which sets forth certain deadlines, including the bar date for filing a Proof of Claim. **To receive a distribution, you must file a Proof of Claim.**

TO DEBTOR(S):

You (or your attorney) are required to serve a copy of this Plan on all creditors in the manner required under the Bankruptcy Code, the Fed. R. Bankr. P., and MLBR. Unless the Court orders otherwise, you must commence making payments not later than the earlier of (i) thirty (30) days after the date of the filing of this Plan or (ii) thirty (30) days after the order for relief. **You must check a box on each line below to state whether or not this Plan includes one or more of the following provisions. If you check the provision "Not Included," if you check both boxes, or if you do not check a box, any of the following provisions will be void if set forth later in this Plan. Failure to properly complete this section may result in denial of confirmation of this Plan.**

FOR EACH LINE BELOW, DO NOT CHECK BOTH BOXES; DO NOT LEAVE BOTH BOXES BLANK.

1.1	A limit on the amount of a secured claim, set out in Part 3.B.1, which may result in a partial payment or no payment at all to the secured creditor.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Part 3.B(3).	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not Included
1.3	Nonstandard provisions, set out in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

PART 2: PLAN LENGTH AND PAYMENTS

A. **LENGTH OF PLAN:**

- ☒ 36 Months. 11 U.S.C. § 1325(b)(4)(A)(i);
☐ 60 Months. 11 U.S.C. § 1325(b)(4)(A)(ii);
☐ Months. 11 U.S.C. § 1322(d)(2). The Debtor(s) states the following cause:

B. **PROPOSED MONTHLY PAYMENTS:**

Monthly Payment Amount	Number of Months
75.00	36

C. ADDITIONAL PAYMENTS:

Check one.



None. If "None" is checked, the rest of Part 2.C need not be completed and may be deleted from this Plan.

The total amount of Payments to the Trustee [B+C]:

\$2,700.00.

This amount must be sufficient to pay the total cost of this Plan in Exhibit 1, Line h.

PART 3:

SECURED CLAIMS



None. If "None" is checked, the rest of Part 3 need not be completed and may be deleted from this Plan.

A. CURE OF DEFAULT AND MAINTENANCE OF PAYMENTS:

Check one.



None. If "None" is checked, the rest of Part 3.A need not be completed and may be deleted from this Plan.



Any Secured Claim(s) in default shall be cured and payments maintained as set forth in (1) and/or (2) below.

Complete (1) and/or (2).

(1) PREPETITION ARREARS TO BE PAID THROUGH THIS PLAN

Prepetition arrearage amounts are to be paid through this Plan and disbursed by the Trustee. Unless the Court orders otherwise, the amount(s) of prepetition arrearage listed in an allowed Proof of Claim controls over any contrary amount(s) listed below. Unless the Court orders otherwise, if relief from the automatic stay is granted as to any collateral listed in this paragraph, all payments paid through this Plan as to that collateral will cease upon entry of the order granting relief from stay.

(a) Secured Claim(s) (Principal Residence)

Address of the Principal Residence: **298 Route 6A
Sandwich MA 02563-0000**

The Debtor(s) estimates that the fair market value of the Principal Residence is: **\$585,200.00**

Name of Creditor	Type of Claim (e.g., mortgage, lien)	Amount of Arrears
-NONE-		

Total of prepetition arrears on Secured Claim(s) (Principal Residence): **\$0.00**

(b) Secured Claim(s) (Other)

Name of Creditor	Type of Claim	Description of Collateral (or address of real property)	Amount of Arrears
-NONE-			

Total of prepetition arrears on Secured Claim(s) (Other): **\$0.00**

Total prepetition arrears to be paid through this Plan [(a) + (b)]: \$0.00

(2) MAINTENANCE OF CONTRACTUAL INSTALLMENT PAYMENTS (TO BE PAID DIRECTLY TO CREDITORS):

Contractual installment payments are to be paid directly by the Debtor(s) to creditor(s). The Debtor(s) will maintain the contractual installment payments as they arise postpetition on the secured claims listed below with any changes required by the applicable contract and noticed in conformity with any applicable rules.

Name of Creditor	Type of Claim	Description of Collateral
Eastern Bank	Automobile Installment Loan	Mr. Vaudos Fish Market Inc.; Operating since 11/1/2017; UCC Secured by Anthony Prevett for 100% assets; business assets (\$61,550.00); Does not own the building 100 % ownership

B. MODIFICATION OF SECURED CLAIMS:

Check one.

☒ **None.** If "None" is checked, the rest of Part 3.B need not be completed and may be deleted from this Plan.

C. SURRENDER OF COLLATERAL:

Check one.

☒ **None.** If "None" is checked, the rest of Part 3.C need not be completed and may be deleted from this Plan.

PART 4: PRIORITY CLAIMS

Check one

☒ **None.** If "None" is checked, the rest of Part 4 need not be completed and may be deleted from this Plan.

PART 5: NON PRIORITY UNSECURED CLAIMS

Check one.

☐ **None.** If "None" is checked, the rest of Part 5 need not be completed and may be deleted from this Plan.

☒ **Any allowed nonpriority unsecured claim(s) other than those set forth in Part 5.F will be paid as stated below. Only a creditor holding an allowed claim is entitled to a distribution.**

☒ Fixed Amount ("Pot Plan"): each creditor with an allowed claim shall receive a pro rata share of \$ 2,430.00, which the Debtor(s) estimates will provide a dividend of 0.62 %.

☐ Fixed Percentage: each creditor with an allowed claim shall receive no less than ___% of its allowed claim.

A. GENERAL UNSECURED CLAIMS: \$391,134.68

B. UNSECURED OR UNDERSECURED CLAIMS AFTER MODIFICATION IN PART 3.B OR 3.C:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

C. NONDISCHARGEABLE UNSECURED CLAIMS (e.g., student loans):

Name of Creditor	Description of Claim	Amount of Claim
None		

D. CLAIMS ARISING FROM REJECTION OF EXECUTORY CONTRACTS OR LEASES:

Name of Creditor	Description of Claim	Amount of Claim
-NONE-		

E. TOTAL TO BE PAID TO NONPRIORITY UNSECURED CREDITORS THROUGH THIS PLAN:

The amount paid to nonpriority unsecured creditor(s) is not less than that required under the Liquidation Analysis set forth in Exhibit 2.

Total Nonpriority unsecured Claims [A + B + C + D]: \$391,134.68

Enter Fixed Amount (Pot Plan) or multiply total nonpriority unsecured claim(s) by Fixed Percentage and enter that amount: \$2,430.00

F. SEPARATELY CLASSIFIED UNSECURED CLAIMS (e.g., co-borrower):

Name of Creditor	Description of Claim	Amount of Claim	Treatment of Claim	Basis for Separate Classification
-NONE-				

Total of separately classified unsecured claim(s) to be paid through this Plan: \$0.00

PART 6: EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Check one.



None. If "None" is checked, the rest of Part 6 need not be completed and may be deleted from this Plan.

The executory contract(s) and unexpired leases listed are assumed and will be treated as specified below. Any other executory contract(s) and/or unexpired lease(s) is rejected. Postpetition contractual payments will be made directly by the Debtors). Arrearage payments will be disbursed by the Trustee.

A. REAL PROPERTY LEASES:

Name of Creditor	Lease Description	Arrears
G- Four LLC		\$0.00

B. MOTOR VEHICLE LEASES:

Name of Creditor	Lease Description	Arrears
-NONE-		

C. OTHER CONTRACTS OR LEASES:

Name of Creditor	Lease Description	Arrears
-NONE-		

Total amount of arrears to be paid through this Plan: **\$0.00****PART 7: POSTCONFIRMATION VESTING OF PROPERTY OF THE ESTATE**

If the Debtor(s) receives a discharge, property of the estate will vest in the Debtor(s) upon entry of the discharge. If the Debtor(s) does not receive a discharge, property of the estate will vest upon the earlier of (i) the filing of the Chapter 13 Standing Trustee's Final Report and Account and the closing of the case or (ii) dismissal of the case.

PART 8: NONSTANDARD PLAN PROVISIONS

None. If "None" is checked, the rest of Part 8 need not be completed and may be deleted from this Plan.

This Plan includes the following nonstandard provisions. Under Fed. R. Bankr. P. 3015(c), each nonstandard provision must be set forth below in a separately numbered sentence or paragraph. A nonstandard provision is a provision not otherwise included in Official Local Form 3, or which deviates from Official Local Form 3. Nonstandard provisions set forth elsewhere in this Plan are ineffective. To the extent the provisions in Part 8 are inconsistent with other provisions of this Plan, the provisions of Part 8 shall control if the box "Included" is checked in Part 1, Line 1.3.

The following Plan provisions are effective only if the box "Included" in Part 1, Line 1.3 is checked.

Anthony Prevett: Secured Creditor; The Debtor is in the process of liquidating the business to cure amount due to Anthony Prevett.

Joe's Lobster Mart, Inc and Joseph Vaudo v. Scott's Fish & Lobster Company, Inc. and Scott Thayer; Lawsuit pending in Suffolk Superior Court; any non-exempt recovery from the lawsuit will be devoted to the plan for payment to creditors.

PART 9: SIGNATURES

By signing this document, Debtor(s) acknowledges reviewing and understanding the provisions of this Plan and the Exhibits filed as identified below.

By signing this document, the Debtor(s) and, if represented by an attorney, the attorney for the Debtor(s), certifies that the wording and order of the provisions in this Plan are identical to those contained in Official Local Form 3, including the Exhibits identified below, other than any Nonstandard Plan Provisions in Part 8.

/s/ Joseph A. VaudoDecember 9, 2019

Joseph A. Vaudo
Debtor

Date

Debtor

Date

/s/ Peter M. Daigle

Date **December 9, 2019**

Signature of attorney for Debtor(s)

Peter M. Daigle
640517 MA
Daigle Law Office
1550 Falmouth Road
Suite 10
Centerville, MA 02632
(508) 771-7444
pmdaiglesq@yahoo.com

The following Exhibits are filed with this Plan:

- ☒ **Exhibit 1: Calculation of Plan Payment***
- ☒ **Exhibit 2: Liquidation Analysis***
- ☐ **Exhibit 3: Table for Lien Avoidance under 11 U.S.C. § 522(f)****
- ☐ **Exhibit 4: [Proposed] Order Avoiding Lien Impairing Exemption****

List additional exhibits if applicable.

*Denotes a required Exhibit in every plan

**Denotes a required Exhibit if the box "Included" is checked in Part 1, Line 1.2.

Total number of Plan pages, included Exhibits: 7

EXHIBIT 1**CALCULATION OF PLAN PAYMENT**

a)	Secured claims (Part 3.A and Part 3.B.1-3 Total):	\$0.00
b)	Priority claims (Part 4.A and Part 4.B Total):	\$0.00
c)	Administrative expenses (Part 4.C.1 and 4.C.2 Total):	\$0.00
d)	Nonpriority unsecured claims (Part 5.E Total):	\$2,430.00
e)	Separately classified unsecured claims (Part 5.F Total):	\$0.00
f)	Executory contract/lease arrears claims (Part 6 Total):	\$0.00
g)	Total of (a) + (b) + (c) + (d) + (e) + (f):	\$2,430.00
h)	Divide (g) by .90 for total Cost of Plan including the Trustee's fee:	\$2,700.00
i)	Divide (h), Cost of Plan, by term of Plan, 36 months:	\$75.00
j)	Round up to the nearest dollar amount for Plan payment:	\$75.00

If this is either an amended Plan and the Plan payment has changed, or if this is a postconfirmation amended Plan, complete(a) through (h) only and the following:

k)	Enter total amount of payments the Debtor(s) has paid to the Trustee:	
l)	Subtract line (k) from line (h) and enter amount here:	
m)	Divide line (l) by the number of months remaining (months):	
n)	Round up to the nearest dollar amount for amended Plan payment:	

Date the amended Plan payment shall begin: _____

EXHIBIT 2
LIQUIDATION ANALYSIS

A. REAL PROPERTY

Address (Sch. A/B, Part 1)	Value (Sch. A/B, Part 1)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
298 Route 6A Sandwich, MA 02563; Principal Residence	585,200.00	650,000.00	125,000.00
Total Value of Real Property (Sch. A/B, line 55):			\$ 585,200.00
Total Net Equity for Real Property (Value Less Liens):			\$ 0.00
Less Total Exemptions for Real Property (Sch. C):			\$ 0.00
Amount Real Property Available in Chapter 7:			\$ 0.00

B. MOTOR VEHICLES

Make, Model and Year (Sch. A/B, Part 2)	Value (Sch. A/B, Part 2)	Lien (Sch. D, Part 1)	Exemption (Sch. C)
2013 Chevrolet Express 100,000 miles	8,405.00	0.00	8,405.00
Total Value of Motor Vehicles (Sch. A/B, line 55):			\$ 8,405.00
Total Net Equity for Motor Vehicles (Value Less Liens):			\$ 8,405.00
Less Total Exemptions for Motor Vehicles (Sch. C):			\$ 8,405.00
Amount Motor Vehicle Available in Chapter 7:			\$ 0.00

C. ALL OTHER ASSETS (Sch. A/B Part 2, no. 4; Part 3 through Part 7. Itemize.)

Asset	Value	Lien (Sch. D, Part 1)	Exemption (Sch. C)
Misc. Household Goods	3,000.00	0.00	3,000.00
Misc. Clothing	300.00	0.00	300.00
Checking: Cooperative Bank of Cape Cod	200.00	0.00	100.00
Mr. Vaudos Fish Market Inc.; Operating since 11/1/2017; UCC Secured by Anthony Prevett for 100% assets; business assets (\$61,550.00); Does not own the building	61,550.00	85,052.00	0.00
Joe's Lobster Mart, Inc and Joseph Vaudo v. Scott's Fish & Lobster Company, Inc. and Scott Thayer; Lawsuit pending in Suffolk Superior Court	0.00	0.00	0.00
Total Value of All Other Assets:			\$ 65,050.00
Total Net Equity for All Other Assets (Value Less Liens):			\$ 3,400.00
Less Total Exemptions for All Other Assets:			\$ 3,400.00
Amount of All Other Assets Available in Chapter 7:			\$ 0.00

D. SUMMARY OF LIQUIDATION ANALYSIS

Amount available in Chapter 7	Amount
A. Amount Real Property Available in Chapter 7 (Exhibit 2, A)	\$ 0.00
B. Amount Motor Vehicles Available in Chapter 7 (Exhibit 2, B)	\$ 0.00
C. Amount All Other Assets Available in Chapter 7 (Exhibit 2, C)	\$ 0.00
TOTAL AVAILABLE IN CHAPTER 7:	\$ 0.00

E. ADDITIONAL COMMENTS REGARDING LIQUIDATION ANALYSIS:

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

_____)	
IN RE:)	Chapter 13
JOSEPH A. VAUDO)	Case No.: 19-13881
Debtor,)	
_____)	

CERTIFICATE OF SERVICE OF CHAPTER 13 PLAN

I/We hereby certify that on December 9, 2019 and in accordance with MLBR, Appendix 1, Rule 13-4(b), I/we served by first class United States mail a copy of this Plan to the on the parties on the attached list.

The Debtor,
By His Attorney,

/s/ Peter M. Daigle
Peter M. Daigle, Esquire
BBO # 640517
1550 Falmouth Road, Suite 10
Centerville, MA 02632
(508) 771-7444

Electronic Mail:
Carolyn Bankowski, US Trustee
John Fitzgerald, Asst. US Trustee

First Class Mail:

40 Court Street
John Kiernan
40 Court Street, 3rd fl
Boston, MA 02108

American Express Business
P.O. Box 1270
Newark, NJ 07101

Amex
P.o. Box 981537
El Paso, TX 79998

Amex
Correspondence/Bankruptcy
Po Box 981540

El Paso, TX 79998

Anthony J. Prevett

Mayer, Antonellis, Jachowicz & Haranas

P.O. Box 966

Framingham, MA 01701

Anthony J. Prevett

1198 East Street

Westwood, MA 02090

AT & T

PO Box 105068-5068

Atlanta, GA 30348

Bank Of America

4909 Savarese Circle

Fl1-908-01-50

Tampa, FL 33634

Bank Of America

Po Box 982238

El Paso, TX 79998

Bank Of America

Attn: Bankruptcy

Po Box 982238

El Paso, TX 79998

Bank of America, N.A.

P O Box 982284

EL PASO, TX 79998-2238

Beth Israel Deaconess Med Cr.

PO Box 3784

Boston, MA 02241

Boston Lobster Company

345 West 1st Street

Boston, MA 02127

C&C Scale Co.

107 Rocky Meadow Street

Middleboro, MA 02346

Cape Cod Endodontics, PC

441 Route 130

Sandwich, MA 02563

Cape Cod Healthcare

Cape Cod Hospital
PO Box 55396
Boston, MA 02205

Carine Joannou
c/o Jamis Bikes
151 Ludlow Ave.
Northvale, NJ 07647

Cavossa Disposal
210 Nathan Ellis Hgwy
East Falmouth, MA 02536

Citibank, N.A.
P.O. Box 6004
Sioux Falls, SD 57117

Comcast
P.O. Box 21828
Saint Paul, MN 55121

Commonwealth of Mass
55 City Hall Plaza
Brockton, MA 02301

Credit Control, LLC
P.O. Box 546
Hazelwood, MO 63042

Credit Solutions, LLC
2277 Thunderstick Drive
Suite 400
Lexington, KY 40505

Discover Financial
Po Box 3025
New Albany, OH 43054

Discover Financial
Po Box 15316
Wilmington, DE 19850

Dish Network
c/o AFNI
PO Box 3517
Bloomington, IL 61702

Eastern Bank
Attn: Collections Dept.
195 Market Street

Lynn, MA 01901

Eastern Bank

1 Eastern Place
Lynn, MA 01901

ESP Receivables Management, Inc.

P.O. Box 1547
Mandeville, LA 70470

Eversource

One Nstar Way
Westwood, MA 02090

Excel Building Systems Company, Inc.

c/o Kevin Michael Flannigan, Esq.
Flannigan & Associates, P.C.
540 Main St., Suite 16A
Hyannis, MA 02601

Falmouth Publishing Company

50 Depot Ave
Falmouth, MA 02540

G- Four LLC

P.O. Box 368
Sagamore Beach, MA 02562

HMFP BIDMC Anesthesia

PO Box 360079
Boston, MA 02241

HMFP-Medicine

P.O. Box 415724
Boston, MA 02241

Internal Revenue Service

PO Box 7346
Philadelphia, PA 19101

Lyndsay Ann Long

Martinez Seafood, Inc.

Boston Fish Pier 25-27
212 Northern Avenue
Boston, MA 02210

Massachusetts Department of Revenue

Bankruptcy Unit
P.O. Box 9564

Boston, MA 02114

Midland Funding

2365 Northside Drive
San Diego, CA 92108

Midland Funding

2365 Northside Dr Ste 300
San Diego, CA 92108

National Grid

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Addison, TX 75001

Partners Healthcare

6 Revolution Drive, Suite 402
Somerville, MA 02145

Peter and Claire Watts

5 Beechwood Lane
Wellfleet, MA 02667

Portfolio Recovery

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Norfolk, VA 23541

Portfolio Recovery

120 Corporate Blvd Ste 1
Norfolk, VA 23502

Puritan Cape Cod

P.O. Box 730
Hyannis, MA 02601

Receivables Outsourcing, LLC

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Baltimore, MD 21264

Renato Silva

c/o Kevin Michael Flannigan, Esq.
Flannigan & Associates, P.C.
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Hyannis, MA 02601

Rood Riddle Equine Hospital

P.O. Box 12070
Lexington, KY 40580

Synchrony Bank

c/o PRA Receivables Management, LLC

PO Box 41021
Norfolk, VA 23541

Telecom

The Fuel Company
P.O. Box 1330
Sandwich, MA 02563

Town of Sandwich
Ambulance Service Provider
8 Turcotte Memorial Drive
Rowley, MA 01969

Transworld Systems Inc.
500 Virginia Dr Suite 514
Fort Washington, PA 19034

Verizon
Verizon Wireless Bk Admin
500 Technology Dr Ste 550
Weldon Springs, MO 63304

Verizon
500 Technology Dr
Weldon Spring, MO 63304

Wells Fargo
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Los Angeles, CA 90030

Woodbury's Lawn Service
13 Rt 6A
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